DOCUMENT RESUME

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ABSTRACT

Presented in this document is the negotiation agreement between Lower Columbia College and the Association of Higher Education for the period from July 1, 1973 through June 30, 1975. Included in the articles are the following: cooperative employer/association relations, association rights and privileges, conditions of employment, faculty professional performance, salary document, probation, tenure, professional compensation, grievance procedures, and college governance. The appendices include the salary schedule, leaves of absence, and Lower Columbia College policies resulting from previous negotiations with the Association of Higher Education. (PG)

Lower Columbia College Washington NEA 2 years

APPENDIX IX

ED 086150

LOWER COLUMBIA COLLEGE

and

ASSOCIATION OF HIGHER EDUCATION

This Agreement is by and between Lower Columbia College, hereinafter called the Employer and the Association of Higher Education, hereinafter called the Association.

ARTICLE I - RECOGNITION

Section 1. The Employer hereby recognizes the Association as the exclusive negotiating representative for all Lower Columbia College faculty members as defined in RCW 28B.52.

Section 2. The parties agree that the recognition clause stated in Section 1 of this Article is consistent with the applicable state statutes which relate to representation rights of employees and employee organizations. It is further agreed that Article I shall be the only Article of this Agreement applicable to the classifications listed below and that such classifications shall not be covered by any other Article in this Agreement during its term.

Dean of Instruction
Dean of Administration
Dean of Students
Assistant Dean of Instruction for Occupational Education
Assistant Dean of Instruction for Continuing Education
Assistant Dean of Students for Admissions and Records
Director of Learning Resources

ARTICLE II - COOPERATIVE EMPLOYER/ASSOCIATION RELATIONS

Section 1. Negotiating Procedures. Both parties agree that negotiations should be conducted in a professional manner and in good faith at all times. It is further agreed that either party may delegate the conduct of such negotiations in any manner in which it deems appropriate.

HE 005 060

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

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Section 2. Notification of Change. In the event of changes affecting faculty members in policies and practices not covered by this Agreement or new policies not covered by this Agreement, the Association, if it requests, shall have ten days in which to communicate the considered professional judgment of the faculty members before the change is effective. The Association, upon request, shall be provided with information with regard to the motivating factors, the intent, the probable results and to the extent feasible, a reasonable estimate regarding the cost of implementation. Provided, however, that this section shall not be construed to diminish or alter the rights of either party reflected in any other Articles of this Agreement.

Section 3. Representation at Board Meeting. An officially designated Association representative or agent shall have the right to attend all regular or special meetings of the Board. When recognized by the chairman, the representative may speak to any issue under discussion. The Association shall have the right to enter appropriate matters on the Board agenda. Background material to be included in the agenda must be supplied a reasonable length of time prior to the meeting. An officially designated Association representative shall have the right to attend closed sessions of the Board, unless excluded by Board action.

ARTICLE III - ASSOCIATION RIGHTS & PRIVILEGES

Section 1. Payroll Deduction. The Employer shall, upon written authorization by the faculty members, provide exclusive payroll deduction of Association membership dues. The Employer shall remit such dues to the authorized Association representative.

Section 2. Distribution of Communications. The Association shall have the right to use institution mail boxes for communication to represented employees.

Section 3. Release Time for Negotiations. Negotiation meetings shall be scheduled at a time mutually agreeable to the parties involved. The Employer realizes the scheduling difficulties involved when faculty members have teaching responsibilities. If no other arrangements are possible, the Employer agrees that attendance at negotiation meetings is of highest priority and will, therefore, make the necessary arrangements.

Section 4. Rights of Faculty in Association. The Employer will not interfere with the legal right of employees to organize, join and support the Association for whatever purpose it may legally engage in. The Employer agrees that it will not discriminate against any employee because of membership in the Association, because of participation in activities of the Association including collective bargaining or because of any action taken within the duly established grievance

procedure. The Association shall not discriminate against any faculty member for non-membership in the Association.

Section 5. Meeting Room for Association Business. The Association shall be permitted the use without charge of the institution's facilities to hold meetings and to transact official Association business. Room use will be reserved through appropriate scheduling agents and have the same priority as other campus organizations.

Section 6. Office Space. The Employer will consider a request to provide office space for the Association. The request will be judged on its merits, giving consideration to normal college needs.

Section 7. Bulletin Board. The bulletin board in the mail room in the Administration Building is designated as the Association bulletin board. All notices shall be submitted to the president of the Association or his designee before being posted. Approval shall be reasonably granted by the president. The Association shall be authorized to install a bulletin board for its use in the faculty-staff lounge.

Section 8. List of Faculty. Upon request, the Employer agrees to furnish the Association with a list of names and home addresses of all represented employees within a reasonable period of time.

Section 9. Planning. The Association will be represented in any committee specifically formed to consider the long range planning for the college or capital expenditure planning.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

Section 1. Academic Freedom. Each faculty member is entitled to freedom in the classroom in discussion of the subject he teaches. Each faculty member is also a citizen of his nation, state and community and when he speaks, writes, or acts as such, shall be free from institutional censorship or discipline. He should avoid, however, creating the impression that he speaks or acts for the college when he speaks or acts as a private person. Nothing in this Section shall be construed to limit remedies which may be available to the Employer under law.

Section 2. Personnel Files. Copies of materials in the official personnel files shall be confidential and shall be restricted for use to formal institutional meetings, normal administrative requirements, or when otherwise required by law. Each academic employee shall have access to his own personnel file during normal

business hours and/or may designate in writing a representative of his choice for such access. A faculty member shall be notified of any requests either oral or written for access to his personnel files other than those authorized under this Agreement. Material which would place a faculty member's employment in jeopardy may be placed in his personnel file only after allowing him to read the material and append to it answers to any charges, complaints or statements involved. The employee shall then sign the materials, but his signature does not necessarily imply agreement with the statements contained in the material. Material placed in any files under any other circumstances shall not be used as grounds or justification for any action against any faculty member.

Section 3. Facilities. The Employer and Association agree that for the faculty to function professionally a proper teaching environment, including educational media, space and supplies, should be provided. One room shall be reserved as a faculty/staff lounge with appropriate furniture. Parking facilities at no charge shall be provided for the use of faculty members. Any requests for reserved spaces shall be considered and determined by the Employer based upon the merits of each individual case.

Section 4. Safety. Faculty members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

ARTICLE V - FACULTY PROFESSIONAL PERFORMANCE

Section 1. The Employer recognizes the requisite expertise and ability of the faculty to provide valuable input regarding decisions which affect curriculum, text book selection, in-service training, personnel, hiring and assignment practices, and non-instructional duties. Governance of the institution through a series of committees, councils, and the college cabinet is structured with this in mind. In addition to the routine business of the college, it is agreed that a procedure is desirable for dealing with specific problems or concerns that may from time to time arise and which require appropriate input of the considered professional judgment of the faculty. To this end there is hereby established an Educators Council which shall be elected and function in the following way.

Each of the six organizational units shall elect a faculty professional performance representative who shall be responsible for bringing to the attention of the Educators Council professional concerns of the faculty members which he represents. Such concerns shall be reduced to writing and forwarded to the Educators Council. It is further agreed that items for deliberation shall be limited to the following: class size, teaching load, program improvement, advising load, and institutional excellence.

The Educators Council shall be composed of three faculty professional performance representatives elected by and from the six faculty professional performance representatives and three members of the Administration appointed by the President. The Educators Council shall meet as required and shall operate under such ground rules and regulations as it may determine.

Section 2. The Educators Council shall reduce its findings to writing and submit its recommendations to the Board of Trustees. A minority report, if one exists, shall also be submitted to the Board of Trustees. The Board of Trustees shall act on the recommendations at its next scheduled meeting.

Section 3. The purpose of the Educators Council is to foster good communications with respect to professional concerns of faculty members as opposed to individual complaints of faculty members. Accordingly, the Educators Council shall not discuss grievances properly the subject of the procedure outlined in Article XI. It is further agreed that nothing in this Article shall be construed to obligate either party to limit, restrict or reduce their prerogatives as outlined in this Agreement.

ARTICLE VI - SALARY DOCUMENTS, PROBATION AND TENURE

Section 1. Individual Salary Documents. All Notifications of Appointment, Salary Notifications, and Special Salary Agreements offered to the faculty members by the Employer shall be consistent with the terms and conditions of this Agreement.

Section 2. Probationary Review Committees. There shall be a probationary review committee established for each of the academic divisions, Learning Resources and the Student Services. Such committees shall be composed of the appropriate Dean and two faculty members elected at large. The purpose of these committees is to work with probationary employees and guide them toward obtaining tenured status and to recommend their acceptance or rejection to the Employer.

Section 3. Tenure. The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. The Employer agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations shall be immediately disclosed with appropriate reasons to both the probationee and the applicable Probationary Review Committee. It is further agreed that decisions of the Employer with respect to tenure are not subject to the grievance procedure of this Agreement.

ARTICLE VII - PROFESSIONAL COMPENSATION

The salaries of all faculty members shall be determined by an index system together with a procedure for administering this system. This procedure along with the indexed schedule and an actual dollar amount schedule for employees is contained in Appendix A of this Agreement. Compensation shall be increased for additional days required and approved by the Employer.

ARTICLE VIII - INSURANCE

Section 1. Employer Contribution. The Employer shall contribute up to twenty dollars ($20.00) per month for allowable group insurance plans for each full time faculty member.

Employees shall have the opportunity to self-pay such contributions during leaves without pay. All premiums in excess of twenty dollars ($20.00) per month shall be borne by the employee.

Section 2. Additional Benefits. The Employer will make every reasonable effort to provide additional group benefits upon a showing by the Association that a sufficient number of members will enroll to make the provision of such benefit feasible. Such new benefit, if offered, shall fall within the provisions of Section 1 of this Article.

ARTICLE IX - LEAVES

Leaves of absence shall be available for all faculty members in accordance with Appendix B.

ARTICLE X - COLLEGE GOVERNANCE

The administration of the college and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as a complaint or claim against, or dispute, misunderstanding or controversy with, the Employer by a faculty member or members or the Association arising out of the interpretation or application

of or any alleged violation by the Employer of the terms of this Agreement or previously negotiated policies included in Appendix C. An individual faculty member or group of faculty members shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Association has been given the opportunity to be present at such adjustment. Such grievances shall be handled in the following manner:

Step One: The grievant and the Association representative, if requested by the grievant, may orally present the alleged grievance to the appropriate Dean. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative, if any, involved and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, if any, and the remedy sought. The Dean shall be given the written grievance and he will note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Association representative. The Dean shall answer the grievance in writing within five (5) calendar days thereafter and shall concurrently send a copy of the grievance and the answer to the Association.

Step Two: If no settlement is reached at Step One, the written grievance may be submitted to the President or designated representative, provided it is filed with the President or his designated representative not more than seven (7) calendar days after it is answered in Step One. Representative(s) of the Association will be present at any meeting called to consider the grievance at this Step Two. The President or his designated representative shall send his written answer to the Association within seven (7) calendar days of the Step Two meeting.

Step Three: If no settlement is reached at Step Two, the Association may in its sole discretion within seven (7) calendar days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section 2. With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented to the Employer in writing as pro-

vided in Step One of Section 1 above within twelve (12) calendar days after the aggrieved's cognizance of the facts on which the grievance is based, shall be waived for all purposes. In addition, if any other steps or actions provided for in Section 1 of this Article are not taken, or appeals therein provided for not taken or filed, or notice not given within the time limits therein specified, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer unless both parties mutually agree to extend time limits.

Section 3. Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules.

Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement or of provisions of the negotiated policies contained in Appendix C and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

Section 4. Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement or the previously negotiated policies contained in Appendix C are subject to arbitration; and

2. Interpretation of the specific terms of this Agreement and the previously negotiated policies contained in Appendix C which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or common law of the industry; and

3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provision of this Agreement; and

4. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

5. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

6. The rendition of a decision or award bases solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

7. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.

Section 5. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association and the employees affected, consistent with the terms of this Agreement.

Upon petition by either party to a court of competent jurisdiction, any arbitration decision or award hereunder shall be vacated and/or corrected upon any of the following grounds:

a. That the arbitrator exceeded his jurisdiction or authority under this Agreement and/or under the Submission Agreement;

b. That the arbitrator's decision or award is not supported by substantial evidence; and

c. That the arbitrator's decision or award is based upon an error of law.

ARTICLE XII - UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

There shall be no interruption of instructional activities during the life of this Agreement, it being the intent of the Employer and the Association that all controversies shall be settled in an amicable and orderly manner.

ARTICLE XIII - SAVINGS CLAUSE

It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter

into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

ARTICLE XIV - SCOPE OF AGREEMENT

Section 1. This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous rules, regulations or policies which may have been in effect relative to the subjects covered in this Agreement.

Section 2. Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 3. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

ARTICLE XV - DURATION

This Agreement shall remain in full force and effect from July 1, 1973 to and including June 30, 1975. This Agreement may be reopened under the conditions set forth in Appendix D.

Signed this 18th day of July, 1973 at Longview, Washington

FOR THE EMPLOYEE ORGANIZATION

Helen L. Simms

FOR THE EMPLOYER

Bailey F. Smith

APPENDIX A

SALARY SCHEDULE

Section 1.

SALARY SCHEDULE INDEX

STEP	A	B	C	D
0	1.000			
1	1.063			
2	1.126	1.189		
3	1.189	1.252		
4	1.252	1.302	1.394	
5		1.352	1.444	
6		1.402	1.494	1.619
7		1.452	1.531	1.656
8			1.568	1.693
9			1.605	1.730
10			1.642	1.767
11			1.679	1.804
12			1.716	1.841
13			1.753	1.878
14				1.915

Section 2.

FACULTY SALARY SCHEDULE 1973-1974*

STEP	A	B	C	D
0	9,130.00			
1	9,705.20			
2	10,280.40	10,855.60		
3	10,855.60	11,430.80		
4	11,430.80	11,887.30	12,727.20	
5		12,343.80	13,183.70	
6		12,800.30	13,640.20	14,781.50
7		13,256.80	13,978.00	15,119.30
8			14,315.80	15,457.10
9			14,653.70	15,794.90
10			14,991.50	16,132.70
11			15,329.30	16,470.50
12			15,667.10	16,808.30
13			16,004.90	17,146.10
14				17,484.00

* To be effective September 1, 1973

Section 3.

EXTENDED INSTRUCTION SALARY

Summer Quarter 1973
Salary for extended instruction shall be at the rate of $4.20 per class hour, plus $63.00 per credit hour, with a minimum of $7.35 per contact hour.

Fall, Winter, and Spring Quarters 1973-74
Salary for extended instruction shall be at the rate of $4.40 per class hour, plus $66.15 per credit hour, with a minimum of $7.70 per contact hour provided that compensation for additional duties above and beyond the basic assignment shall be computed according to part-time instruction salary guidelines dopted by the SBCCE.

Section 4.

EXTRA DUTY SALARY *

Basketball Coach	1,200
Assistant Basketball Coach	700
Basketball Coach (Women)	600
Baseball Coach	900
Assistant Baseball Coach	550
Wrestling Coach	900
Golf Coach	550
Tennis Coach (Men)	550
Tennis Coach (Women)	550
Bowling Coach	550
Department Chairmen	900

* Coaching salaries are contained within the Associated Students budget and are subject to final approval by the administration. However, it is agreed that the amount of compensation falls within the scope of this agreement. It is furthermore agreed that the coaching assignments are considered to be one year appointments.

Section 5.

SALARY SCHEDULE

a. Objectives
The salary schedule for the College was drawn up with the objectives of 1) paying salaries which will attract and keep higher qquality faculty; 2) providing equal pay for like or com-

parable preparation, experience, and faculty performance; 3) encouraging faculty to improve their professional preparation, standards, skills, and performance, to the end that students will benefit; 4) combining flexibility, simplicity, and ease of administration.

b. Salary Schedule (see Section 2)

c. Initial Placement on Schedule

It shall be the duty of the College President to make initial placement of faculty members on Schedule A or B. The following must be considered for placement on each salary schedule:

1) For Schedule A
Satisfied minimum requirements for appointment to the faculty of Lower Columbia College.

2) For Schedule B
   a) The Doctorate; or
   b) The Master's Degree or equivalent and two years of teaching experience; or
   c) The Bachelor's Degree plus 60 quarter hours (45 hours of which must be graduate hours), not necessarily subsequent to the granting of the degree but in addition to its minimum requirements, and two years of teaching experience; or
   d) Eligibility for a vocational certificate plus 24 college credit hours or equivalent (or combination of credit hours and equivalents) in subject matter relevant to the area of instruction and two years of teaching experience. Approved Washington Teacher Training and/or other professional training for which college credit is not given may be substituted for college credit at the rate of 10 clock-hours per credit hour.

3) Credit for outside experience
Outside experience may be granted for Schedule A or B for any of the following:

   a) Acceptable educational experience - one step for each year's experience.
   b) Acceptable non-educational experience, if directly related to the assignments - one step for each year's experience.

d. Minimum Requirements for Advancement from Schedule A to Schedule B.

1) Satisfied minimum requirements for initial placement on Schedule B.

2) Two years successful teaching experience at this institution.

e. Minimum Requirements for Advancement from Schedule B to Schedule C.

1) Advancement to Schedule C requires appointment to tenure status; and

2) The earned Doctorate and four years of teaching experience, of which two years shall be on Schedule B; or

3) The Master's Degree in subject-matter area taught or the equivalent; and four years of teaching experience, of which two years shall be on Schedule B; or

4) Vocational certification and 60 college credit hours or equivalent (or combination of credit hours and equivalents) in subject matter relevant to the area of instruction plus four years of teaching experience, of which two years shall be on Schedule B. Approved Washington Teacher Training and/or other professional training for which college credit is not given may be substituted for college credit at the rate of 10 clock-hours per credit hour.

f. Minimum Requirements for Advancement from Schedule C to Schedule D.

1) The Doctorate and six years of teaching experience, of which two years shall be on Schedule C; or

2) The Master's Degree plus 45 graduate credits in subject-matter area taught or equivalent, not necessarily taken subsequent to the Master's Degree, and six years of teaching experience, of which three years shall be on Schedule C; or

3) Vocational certification and an associate degree or equivalent and six years teaching experience of which three years shall be on Schedule C. Approved Washington Teacher Training and/or other professional training for which college credit is not given may be substituted for college credit at the rate of 10 clock-hours per credit hour.

g. Movement from Step to Step.

Movement from a step to the succeeding step on each schedule will be granted upon recommendation of college administrators and approval of the college board of trustees. In the event of advancement to the next higher schedule, movement from a step to the succeeding step shall take place after the advancement.

h. Advancement from Schedule to Schedule.
In order to advance to a higher schedule, a faculty member must satisfy minimum requirements for that schedule and in addition must have demonstrated positive evidence of professional growth, including 1) teaching effectiveness, 2) contribution to the overall college program, 3) scholarship and productivity, 4) community service.

Everyone approved for advancement will be advanced independent of funds available.

1) Teaching effectiveness - first and most important: a) Presentation of material; b) Understanding of individual student differences and willingness to help them resolve their problems; c) Ability to create within the student greater interest in the subject, and to inspire in him further study in the field; d) Ability to require high standards of learning from his students not only in his subject field, but also in related fields such as written and oral English; e) Ability to develop and use effective evaluative procedures.

2) Contributions to the College: a) Student advising and sponsorship of clubs and other student activities; b) Committee work and other college responsibilities; c) Cooperativeness and professional attitudes, exemplified by being a participating member of the faculty, active in formulating departmental policies, working well with colleagues and being eager to help students individually outside of class hours.

3) Scholarship and Productivity: a) Contributing to his field of learning through participation in learned societies and appropriate association, presenting papers, appearing on panels, in symposia, etc.; b) Writing articles and books; c) Carrying on research and special studies, and contributing to develop-

ment and production with his field of learning; d) Holding active membership in local, state, or national committees of professional organizations; e) Undertaking additional education, travel, and other experiences pertinent to his area of teaching; f) Attending state, regional, and national conferences.

4) Contributions to the Community: Participating in community activities in a way which will bring credit to him and the college. It should be recognized that this participation will vary from one department to another. Some departments, by their very nature, lend themselves to greater community activity than others. However, under no circumstances should community activities, or any other kind of activity for that matter, interfere with effectiveness as a teacher, which is the primary responsibility of every college instructor.

I. Procedure for Advancement from Schedule to Schedule:

1) Initiating advancement recommendations is primarily the responsibility of division chairmen. However, a request for advancement to a new schedule may be initiated by one or more of the following: 1) The President; 2) The Dean of Instruction; 3) The Dean of Students; 4) A faculty member, including the faculty member himself. If the request is initiated by someone other than the faculty member, the faculty member shall be notified of the request by the committee.

2) Such requests for advancement must be forwarded to the Faculty Committee on Advancement which, after duly considering the case shall:

a) inform the faculty member concerned and the President simultaneously by February 1, that the Committee has recommended advancements; or

b) inform the faculty member by February 1 that the Committee does not recommend advancement at this time and provide him with a detailed written summary of the reasons for the denial.

3) If the President concurs with the Committee's recommendation he shall inform the faculty member by March 1 of his advancement. If, however, he shall negatively overrule a favorable recommendation of the Committee, he shall so inform the instructor by March 1, and provide him with a detailed written summary of the reasons for the denial. He shall also inform the Committee of his actions.

4) If a faculty member is denied advancement by the Committee, he may, by March 1, appeal that decision to the President. This procedure may include, if the faculty member requests it, a personal interview with the President. If the President concurs with the Faculty Committee on Advancement, he shall so inform the faculty member by April 1. If, however, the President disagrees with the Committee, he may directly advance the faculty member and shall sendwritten notice to him and the Committee by April 1.

5) Nothing in i-4) shall be construed as denying any faculty member the normal, legal channels of appeal which lie beyond the President's Office. A faculty member appealing a negative decision by the President shall have the right to representation and support from the Faculty Committee on Advancement if the Committee originally approved his application.

j. Faculty Committee on Advancement

1) The Faculty Committee on Advancement shall consist of four members of the College faculty, elected by the officially recognized faculty association, no two of whom shall be from the same division. Two members of the faculty shall be elected to the Committee each spring to replace those members whose terms of office end that year. Each elected member shall serve for two years and shall be eligible for reelection. In the event of the separation of a Committee member during his term in office, the association shall elect another faculty member to fill out the unexpired portion of the term.

When a member of the committee is involved in a study being made by the committee, the committee is empowered to choose an alternate to sit in his place. The committee shall elect its own chairman.

2) It shall be the duty of the Faculty Committee on Advancement to develop instruments to apply the criteria for, and to measure the qualification of faculty members to be proposed for advancement. The committee shall inform the President of their adoption of such instruments and seek his concurrence before they are used for evaluation.

3) As an essential in determining advancement, the administration shall establish and make available to the Faculty Committee on Advancement a cumulative record plan including the following: a) A detailed account of professional preparation; b) A detailed account of educational experience in teaching, research, and/or other related professional experience, c) A detailed account of other occupational experience when such is related to the area of instruction for which the individual is appointed, d) Quarterly reports of subjects taught and loads, e) A yearly written evaluation by supervisors.

APPENDIX B

LEAVES OF ABSENCE

Section 1. Illness, Injury, Bereavement and Emergency Leave Policy

a. Commencing July 1, 1970, and quarterly thereafter, all employees under full-time contract as of October 1, 1969, are granted five leave days at full compensation to be used for illness, injury, bereavement, and emergencies.

These days will be granted on the first day on which work is to be performed.

b. For purposes of this policy, Fall Quarter commences October 1, Winter Quarter commences January 1, Spring Quarter commences April 1, and Summer Quarter commences July 1.

c. Leave days are not earned during the Summer Quarter unless the faculty member is fully employed by the College.

d. As new employees are contracted to be employed for at least three quarters on a full-time basis, they are granted, on the first day on which work is to be performed, fifteen days at full compensation to be used for illness, injury, bereavement, and emergencies. Commencing on the fourth quarter or quarterly thereafter, these employees under full-time contract are granted five leave days at full compensation to be used for illness, injury, bereavement, and emergencies.

e. Leave days may be accumulated up to a maximum of 180 days, and may be taken as needed.

f. Accumulated leave shall not be compensable upon termination or retirement.

g. The College will accept accumulated leave of a new contracted employee who has previously been employed by other state community colleges, the State Board for Community College Education, the Superintendent of Public Instruction, Washington State local school districts, other Washington State agencies, or other public institutions of higher learning of the state.

h. Accumulated leave will not be diminished in the event the employee returns to College employment after an approved leave.

i. Absences shall be approved by the appropriate Dean, who shall require such evidence as he deems necessary. Disputes shall be arbitrated by the President.

j. Each employee will be provided in October with a statement indicating the total leave days credited to him as reflected in the College records maintained by the Dean of Instruction.

k. The employee shall be paid his regular salary while on jury duty, provided that payment for jury service be remitted to the College.

l. Deductions from salaries for absences other than that granted under the leave policy will be at the normal rate of the contracted salary.

m. Employees shall notify the appropriate Dean when they find it necessary to be absent.

Section 2. Personal Leave Policy

a. An employee shall be entitled to receive one day with pay per academic year (non-cumulative) for personal leave purposes.

b. Personal leave is for personal business purposes which requires time away from regular duties.

c. Personal leave is leave with pay which does not qualify as illness, injury, bereavement, or emergency leave.

d. Personal leave is not to be used for recreational or general holiday purposes.

e. Prior approval for personal leave shall be obtained from the appropriate Dean. Disputes shall be arbitrated by the President.

Section 3. Professional Leave Policy*

a. The purpose of a professional leave shall be to improve the professional skills of an employee through study, research, and creative work. The

* Adapted directly from the Professional Leave Guidelines of the Council on Higher Education as Amended May 5, 1972.

institution will receive direct benefit of such an experience through the increased effectiveness of those persons participating in a professional leave program.

b. Selection for professional leave shall be based upon the worthiness of the project of plan as submitted by the employee. A rigorous and thorough selection procedure in the awarding of professional leave will be conducted.

c. Projects or plans should be evaluated according to their value to the institution based on the following criteria:

1) Value of project or plan in relationship to teaching responsibilities.
2) Ability of applicant to achieve goals of project or plan as based on past experience and academic background.
3) Need for new or additional knowledge in subject fiela to be studied.
4) Quality of replacement personnel designated to take the responsibilities of the applicant.
5) Evidence of support (in the form of recommendations and/or financial) from other institutions, foundations, or persons concerned with the proposed plan or project.

d. An employee may be granted a professional leave for a maximum of one academic year in any six-year period provided that person presents a professional leave application that meets all other requirements regarding leave qualification.

e. A period of one year's service following a full academic year's professional leave will be required upon return from leave. If a leave shorter then a full academic year is taken, such as one or two academic terms, policy requires a period of service commensurate with the leave.

f. Ordinarily professional leave will not be granted to employees who, upon return from professional leave, will have less than three years of service to the institution prior to retirement.

g. Applications for professional leave should include the following information:

1) General information including name, date of initial service with the institution, terms of leave desired, dates of previous professional

leaves, and percent of salary to be awarded as based on other grants and funding.

2) A detailed statement of the plans for utilizing the time requested. This statement should include such information as the time sequence for completion of any project or plan.
3) A list of foundations, institutions, or other organizations with which the employee will be affiliated during the professional leave.
4) A complete listing of grants and stipends other than those granted by the institution which will be available to the employee during the time of professional leave.
5) If there is any travel to be included in the professional leave, the need must be justified in terms of the proposed project or plan for study.
6) Background information concerning the employee's previous professional or scholarly work, especially in the area of the proposed plan.
7) Supporting letters from appropriate individuals not necessarily associated with the institution may also be submitted if the employee so desires.
8) A statement regarding the value of the leave in terms of benefit to the institution upon return.

h. Upon return to the institution each employee shall submit a written report summarizing the work completed during professional leave and how the new knowledge shall be utilized by the person in teaching assignments and additional research.

i. Employees on professional leave should not engage in other employment. If employment were a part of the project or plan it would necessarily have to be justified within the terms of the purpose of the professional leave.

j. Professional leave will not be granted for the purpose of working for an advanced degree; however, the possible acquisition of credit applicable toward an advanced degree as a result of formal study while on professional leave shall not prejudice the award of such leave to an otherwise qualified recipient.

k. The professional leave program shall be operated on a "break-even" basis. Replacements for employees on professional leave should ordinarily take place within existing faculty to the extent that it is possible.

l. The sum of the professional leave salary and additional funds in the form of grants and stipends shall not exceed the amount of the normally contracted salary for the period of the leave.

m. The awarding of professional leave involves not only the selection of a worthy project, but is dependent upon internal decisions involving class scheduling, replacement personnel and budgetary constraints. The decision to award a professional leave shall be made by the Board of Trustees and may not exceed 3.5 percent for the percentage of full time equivalent professional leaves granted.

n. The employee is encouraged to apply for outside funds for professional leave programs.

APPENDIX C

LOWER COLUMBIA COLLEGE POLICIES RESULTING FROM
PREVIOUS NEGOTIATIONS WITH THE ASSOCIATION OF HIGHER EDUCATION

Section 1. Faculty Committee on Advancement

The Faculty Committee on Advancement is a College committee established by Board Policy. This committee is responsible to the President. A detailed statement concerning the make-up of the committee and its duties and responsibilities is contained in Appendix A.

Section 2. Tenure

a. Purpose
Consistent with RCW 28.85.850, the following procedures establish and maintain a system of tenure for the faculty of the College. The purpose of the tenure system is to protect the concept of faculty employment rights and to provide for faculty involvement in the protection of those rights. It further defines a process for appointment of faculty to tenure status and the dismissal of tenured faculty.

b. Initial Tenure Appointments
Faculty employed as of October 1, 1969, by the College who come under the provisions of these regulations and those who come under the provisions of RCW 28.67.070 shall be granted tenure by the adoption of these regulations.

c. Probationary Period
The probationary period for a probationary faculty appointment shall not exceed three consecutive regular college years. Tenure may be awarded at any time prior to the expiration of the probationary period by the Board on recommendation of the review committee. If the Board decides not to renew a probationary faculty appointment, the probationer shall be notified not later than the last day of the Winter Quarter. A member of the faculty who holds a probationary faculty appointment shall not be dismissed prior to the written terms of the appointment except for adequate or sufficient cause and by due process.

d. Review Committees for Probationary Faculty
1) The review committees shall be selected as prescribed in Article VI, Section 2.

2) The review committees shall act as fact collecting bodies and shall function to provide guidance and assistance to the probationary faculty members.
3) The review committees shall, prior to February 28, advise the probationers in writing of their progress in fulfilling their appointments. The review committees shall receive the probationer's written acknowledgement of having received the progress report.
4) The review committees shall make recommendations to the Board through the President for the granting of tenure to individual probationers.
5) The review committees shall make recommendations to the Board through the President for the continuation of the probationary status of individual probationers.
6) The review committees shall make recommendations to the Board, through the President, for the non-renewal of the probationary status of individual probationers.

Procedures:

1) If a review committee recommends the granting of tenure for an individual probationer, such recommendation may be made at any time.
2) If a review committee recommends non-renewal of a probationary status, such recommendation shall be made by February 28, so that the Board may meet the legal deadline of action on such cases by the last day of the Winter Quarter.
3) The review committees shall meet with probationers not less than once each quarter and provide probationers written reports of the progress toward tenure.
4) Appropriate adjustments in the above time schedule shall be made for individuals who have probationary periods that do not coincide with the academic year.

e. Tenured Faculty

1) Tenured faculty shall not be dismissed except for adequate or sufficient cause.
2) A tenured faculty member upon appointment to an administrative position, except President, shall be allowed to retain his tenure as a faculty member.
3) Tenure at Lower Columbia College may not be retained upon permanent transfer of employment to another community college district nor may tenure be transferred from another community college district.

4) Prior to the dismissal of a tenure faculty member, or a faculty member holding an unexpired probationary faculty appointment, the case shall first be reviewed by the Tenure Termination Review Committee.

f. Tenure Termination Review Committee
In this section all references to the review committee shall mean the Tenure Termination Review Committee.

The Tenure Termination Review Committee shall consist of three members elected by the faculty and two appointed by the President.

The elected members shall be chosen annually by means of an election conducted by the President in which the electorate shall be all College personnel who hold faculty appointments as defined. One candidate for election to the Tenure Termination Review Committee shall be nominated by each division from tenured faculty within the division. The three candidates receiving the highest number of votes shall serve during the following year. Additional ballots will be distributed if necessary.

The President shall appoint two persons from those holding faculty or administrative appointments for each instance requiring the Tenure Termination Review Committee.

Duties and Procedures:

1) The Tenure Termination Review Committee shall collect and review evidence and testimony from all interested parties including but not limited to other faculty members and students.
2) The faculty member whose case is being reviewed shall be allowed the right of cross-examination and the opportunity to defend himself.
3) The review committee shall prepare a summary of the evidence and testimony presented to or collected by the committee.
4) The review committee shall submit a copy of the summary of evidence and testimony to the Board with their recommendations.
5) The review committee shall provide the faculty member whose case is being reviewed a copy of their recommendations at least one week prior to the date set for final decision of the appointing authority.
6) The faculty member whose case is being reviewed shall have the right to appear before the Board prior to the time that a final decision has been rendered by that body.

7) A faculty member holding an unexpired probationary appointment, if action is prepared to dismiss him, shall be provided the same services of the review committee as if he were a tenured faculty.
8) A dismissed faculty member shall have a right to appeal the final decision of the Board within ten days in accordance with RCW 34.04.090 through RCW 34.04.140.

APPENDIX D

REOPENING OF AGREEMENT

Section 1. The Association retains the right to reopen any Article in this Agreement which defines compensation quantatively and fringe benefits and to make proposals concerning additional fringe benefits not covered by this Agreement. The areas of concern for the Educators Council shall also be open to negotiations as defined in Section 2.

Section 2. Such negotiations shall commence no later than March 1, 1973 and shall be consistent with RCW 28B.52.

Section 3. Both parties agree that such negotiations shall be conducted in good faith and that in the conduct of such negotiations, factors such as legislative mandate, recognized costs-of-living statistics, trends in other community college districts and budgetary and program priorities shall be given appropriate consideration.